



GSA Office of Property Disposal

**Auction**  
U. S. Government Property

## **Former National Archives and Records Administration Federal Records Center**

**East Point, Georgia**



**Online Auction**  
**Opening Date: December 18, 2006**

# Invitation For Bids

Former National Archive and Records Administration (NARA)  
Federal Records Center  
1557 St. Joseph Avenue  
East Point, Fulton County, GA 30344-2533  
4-G-GA-0640-2

## Online Auction:

**Start Date:**

December 18, 2006

**End Date:**

Based on bidding.

**Bid Deposit:**

**\$150,000 in certified funds, cashier's check payable to the U. S. General Services Administration or by credit card - Visa, Mastercard, Discover or American Express**

**Bid Increment:**

\$50,000

**Terms:**

All cash, as is. Balance due in sixty (60) days.

**Create Account  
and Bid:**

[www.auctionrp.com](http://www.auctionrp.com)

**Mailing Address:**

U. S. General Services Administration  
Property Disposal Division (4PR)  
401 W. Peachtree Street, Suite 820  
Atlanta, Georgia 30308  
Attn: Elizabeth Dawson, Project Manager  
Fax #: (404) 331-2727  
**All forms should be sent or faxed to this address.**

**Web Page:**

<http://propertydisposal.gsa.gov>

**Property  
Inspection:**

A GSA representative will be on site:  
Tuesday, November 28, 2006 from 10:00 AM - 2:00 PM and  
Tuesday, December 12, 2006 from 10:00 AM - 2:00 PM and  
Tuesday, January 9, 2007 from 10:00 AM - 2:00 PM

**Watch List:**

Users are able to identify and select an auction or auctions they are interested in watching by clicking "Add to Watch List".

**For more information, contact Elizabeth Dawson at (404) 331-9611 or  
by email at [Elizabeth.Dawson@gsa.gov](mailto:Elizabeth.Dawson@gsa.gov)**

# Property Information for Federal Records Center

## PROPERTY LOCATION

The property is located on the northern border of the City of East Point. East Point is 4 miles south of downtown Atlanta and less than one mile northwest of Atlanta's Hartsfield-Jackson International Airport. This situates the property approximately .5 miles north of the East Point Central Business District (CBD) and .5 miles south of Arthur Langford Parkway. The neighborhood is bounded generally by Fort McPherson on the north, Headland Drive on the south, Empire Industrial District on the east and Station Road on the west. Arthur Langford Parkway (Route 166, a four lane restricted access parkway), traverses the neighborhood in an east/west direction. Main Street provides north/south access to the neighborhood.

## PROPERTY DESCRIPTION

The site consists of 12.2058 acres, containing 251,764 gross square feet of building space. The southern boundary is the entrance on Saint Joseph Avenue; the Army Reserve adjoins the east boundary of the property; the west boundary is a vacant building and storage yard; and the north is bordered by a warehouse and wooded area. A chain-linked fence surrounds the site. The facility is composed of three buildings. The main building is a 246,403 gross square-foot (gsf) warehouse built in 1945 for the storage of federal records and archives. A small 2,110 gsf laboratory and a 3,414 gsf maintenance building that were both constructed a year later (1946) make up the rest of the facility.

## UTILITIES

All major utilities are available; water and sewage are provided by the City of East Point; electricity is provided by Georgia Power; and gas is provided by Atlanta Gas Light Company and other marketers.

## ZONING

The property is zoned I-1 (Light Industrial by the City of East Point, Georgia). This designation allows a variety of industrial and commercial uses. The purpose of the zoning is to provide for light manufacturing and warehousing operations free from incompatible residential uses.

Interested parties are encouraged to contact the Department of Planning and Zoning of East Point, 3120 South Martin Street, Suite 800, East Point, GA 30344 or call (404) 765-1179 to obtain information and clarification of allowable uses and permitting procedures. Verification of the present zoning and determination

of permitted uses, along with compliance of the property for present or proposed future use, shall be the responsibility of the Bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any of any contract resulting from this Invitation for Bids or sale agreement.

## ACCESSIBILITY

Access is provided by a curb cut on Saint Joseph Avenue approximately 2000 feet east of Lawrence Street. Saint Joseph Avenue contains residential and industrial development. Lawrence Street runs in a north/south direction and intersects with Main Street about ½ miles south of the subject property.

## ASSESSOR'S INFORMATION

This property is the remaining part of a 22.28 acre tract (12.2058) identified by the Fulton County Board of Assessor's office as Parcel 14-0155 LL-0153 (Site Location: 1555 Saint Joseph Avenue).

For additional information, contact:

The Fulton County Board of Assessor's Office  
141 Pryor Street, Suite 1056  
Atlanta, GA 30303  
(404) 730-6440

## UNDERGROUND STORAGE TANK

A gasoline Underground Storage Tank (UST) formerly on the site was removed in 1994 in accordance with the Georgia Environmental Protection Division (EPD) requirements.

## DIRECTIONS TO PROPERTY

From Downtown Atlanta - Merge onto I-75 S to I-85 S. Merge onto LANGFORD PKWY/GA-166 W via EXIT 243 toward EAST POINT. Take the exit toward US-29/FT. MCPHERSON/EAST POINT, GA-154 N. Take the ramp toward US-29/GA-139. Turn SLIGHT RIGHT onto WOMACK AVE. Turn RIGHT onto MAIN ST/US-29/GA-139/GA-154. Continue to follow MAIN ST/US-29/GA-139. Turn RIGHT onto NEWNAN AVE. Turn LEFT onto ST JOSEPH AVE. End at 1557 Saint Joseph Avenue, East Point, GA 30344-2533.

(See Map on Page 11)





# Instructions To Bidders

## 1. AUCTION START DATE

The auction starts on December 18, 2006, at 9:00 a.m. Eastern Daylight (EDT) or Eastern Standard Time (EST).

## 2. TYPE OF SALE

This sale will be an online auction conducted via the Internet at [www.auctionrp.com](http://www.auctionrp.com). The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced with at least three days' prior notice on [www.auctionrp.com](http://www.auctionrp.com) (see Section 10, Call for Final Bids). The auction may continue beyond that date as long as registered bidders submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. TERMS OF SALE

Bids to purchase must be on an **ALL CASH** basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

## 4. MINIMUM OPENING BID

The minimum opening bid of \$1,500,000 does not represent the value of the property but rather provides a reasonable starting point for the auction. The Government seeks to obtain a bid that is most advantageous to the Government, price and other factors considered, and the Government reserves the right to reject any and all bids.

## 5. BID DEPOSIT AND BIDDER REGISTRATION

a) Bidders must complete the Bidder Registration process and provide a Bid Deposit in the amount of \$150,000 in order to bid on this property.

There are three steps in the bidder registration process:

(1) Bidders must register online at [www.auctionrp.com](http://www.auctionrp.com). Click on "Create an account," complete the information, and establish a User ID and password (reference paragraph 6 below).

(2) Bidders must transmit the Bid Deposit and the properly completed, signed, and dated "Bidder Registration for Purchase of Government Property" (Registration Form) accompanying this Invitation for Bids (IFB) to the GSA office identified below by U. S. Mail, by private delivery service, in person, or by facsimile (404-331-2727). The Registration and Deposit Forms should be filled out legibly with any erasures, strikeouts, and corrections initialed by the person signing the form. Registration and Deposit Forms submitted in any other manner, or which fail to furnish all information or certifications required, may be summarily rejected. Additional forms are available upon request, or you may photocopy the form in this IFB.

The bid deposit must be in the form of a cashier's check, certified check, or by credit card (Discover, VISA, Master Card, or American Express). Personal or company checks are NOT acceptable. Cashier's or certified checks must be made payable to: "U. S. General Services Administration." Bidders will not be authorized to bid until all information is received and the bid deposit is verified by GSA personnel.

If the bid deposit will be made by credit card, you are required to submit to GSA the completed and signed "Bid Deposit by Credit Card" (Credit Card) form found in this IFB (even if you provided the credit card information online). The completed and signed

Credit Card form must be submitted to GSA either by facsimile (404-331-2727), U. S. Mail, private delivery service, or in person. You will not be authorized to bid until the Credit Card form is received in this office and the credit card charge is successfully processed.

Bidders should retain a copy of all documents for personal records. Forms delivered by U. S. Mail, in person, by fax, or via private delivery service shall be sent to:

GSA Southeast Sunbelt Region  
Property Disposal Division (4PR)  
401 West Peachtree Street, N. W., Suite 820  
Atlanta, GA 30308  
Fax#: (404) 331-2727  
Attn: Elizabeth Dawson, Project Manager

(3) After the on-line registration is completed and the Registration/Bid Form and bid deposit are received by the GSA office identified above, the bidder's online account and User ID will be activated and bids can be submitted. The User ID will be used to identify the bidder on the auction web page.

b) Within ten (10) calendar days of acceptance of a bid by the Government, the GSA office identified above must receive from the successful bidder an additional amount, if any, which when added to the initial bid deposit, will equal at least ten percent (10%) of the amount of the bid. This additional bid deposit must be in the form of a cashier's check or certified check made payable to the "U. S. General Services Administration." Credit card charges, personal checks, or company checks are NOT acceptable. Failure of the successful bidder to provide the additional bid deposit shall require rejection of the bid and forfeiture of the initial bid deposit.

c) Upon the Government's acceptance of a bid, the successful bidder's bid deposit and additional bid deposit shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

d) Bid deposits accompanying bids that are rejected will be processed by GSA Finance for return to bidders without interest. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the bid deposit by the U. S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the bid deposit.

e) Prior to close of the auction, a bidder who is not the high bidder, or second high bidder, may request to withdraw from the auction and request a refund of their bid deposit. To withdraw from the auction, a bidder must submit to GSA, at the above address, a signed and dated written request that includes their TIN as stipulated in paragraph d) above. Upon receipt, GSA Finance will process a refund of the bid deposit.

f) At the close of the auction, bid deposits received from the two highest bidders will be held as stipulated in Section 12, Back-up Bidder. All other bid deposits will be processed by GSA Finance for return to bidders after receipt of the TIN as stipulated in paragraph d) above.

# Instructions To Bidders, continued

g) The Government may withdraw properties for sale at any time and bid deposits will be processed for return to bidders as stipulated in paragraph d) above without interest or further obligation by the Government.

## 6. USER IDENTIFICATION NUMBERS AND PASSWORDS

a) A User Identification (ID) Number and password are used to register online and to place bids. The User ID number will be used to identify bidders on the auction web page. When registering online at [www.auctionrp.com](http://www.auctionrp.com), you will be required to assign your own User ID and Password. The User ID may be up to eight [8] characters long and is case sensitive. The password must meet the following requirements: Password length of eight [8] characters and must include at least: one letter, one number, and one special character from the following list: !@#\$%^&\*(). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.

## 7. BIDDING IN GENERAL

a) Registered bidders must submit bids via the Internet at [www.auctionrp.com](http://www.auctionrp.com).

b) By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet at [www.auctionrp.com](http://www.auctionrp.com).

c) Bids must be submitted without contingencies.

d) No officer of the Government will be responsible for the failure of a bid to be received by the Government or failure of the bid to be received before the close of the auction.

e) It is the responsibility of the bidder to confirm receipt of any bid submitted to GSA.

## 8. DAILY BIDDING RESULTS

a) Bidders are strongly encouraged to monitor bidding activity at our online auction web site at [www.auctionrp.com](http://www.auctionrp.com). New bids and auction closing information will be posted to this site.

b) The online auction site is updated immediately when new bids are received. The Government shall not be held responsible for any malfunction of the online auction site.

c) Bidders will be notified via the auction web site when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 404-331-5133, or the Project Manager at 404 331-9611.

d) Bidders are urged to pay close attention to the auction web page, which will contain new, revised and useful information regarding the high bid, any modification to the IFB, modification to bid increment, and the closing date of the auction.

## 9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid until such time as bidding is closed. Bidders may increase their bids by following the instructions at [www.auctionrp.com](http://www.auctionrp.com).

Increased bids for the property must be at least Fifty Thousand Dollars (\$50,000) more than the previous high bid in order to be

considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. In the event that two bids of equal value are received, the first bid received will be recognized.

## 10. CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids, and that date will be announced at [www.auctionrp.com](http://www.auctionrp.com). If no increased bid is received by 2 p.m. Eastern Daylight or Standard Time (EST) on the date set for receipt for final bids, then bidding will close at 2 p.m. on that same date. If an increased bid is received by the stated time, then bidding will be continued over until the next business day on the same terms. Thereafter, bidding will only be continued to the next business day if an increased bid is received each day by 2 p.m. There is no advantage to waiting until the last minute to bid.

## 11. BID EXECUTED ON BEHALF OF BIDDER

a) An attorney or agent bidding on behalf of a person must follow the registration instructions outlined in paragraph 5 herein and, in addition, shall submit to the GSA office identified herein an authenticated copy of their Power of Attorney or other evidence, satisfactory to GSA, of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the registration instructions outlined in paragraph 5 herein must be followed and, in addition to the Bidder Registration Form, a Certificate of Corporate Bidder must be executed and submitted to the GSA office identified herein. The name and signature of the designated bidder must be included on the Bidder Registration Form. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer submitting the bid. In lieu of the Certificate of Corporate Bidder, there may be provided copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, the registration instructions outlined in paragraph 5 herein must be followed and the Bidder Registration Form must include the names and signatures of all the general partners. The Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bidder Registration Form, the Government may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name of signature of the designated bidder must be included on the Bidder Registration Form.

## 12. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be processed by GSA Finance for refund after receipt of the TIN as stipulated in Section 5 d) above.

In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

# Instructions To Bidders, continued

## 13. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

## 14. TRANSMISSION/RECEIPT OF BIDS AND FORMS

The Government will not be responsible for any failure attributable to the transmission or receipt of forms or an online bid, including but not limited to the following:

- a) Receipt of a garbled transmission or incomplete bid.
- b) Availability or condition of the receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment.
- d) Malfunctioning of any network, computer hardware, or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of the bidder to properly identify the bid.
- g) Security of the bid data.

## 15. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

## 16. ADDITIONAL INFORMATION

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

## 17. WITHDRAWAL BY THE GOVERNMENT

The Government reserves the right to withdraw properties for sale at any time and bid deposits will be returned to bidders without interest or further obligation by the Government. GSA Finance will process refunds as stipulated in Section 5 d) above.

# General Terms of Sale

## 1. TERM: INVITATIONS FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, Special and General Terms of Sale, Instructions to Bidders, Environmental Notices, and any provisions of the Bid for Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government. The Government reserves the right to modify the IFB and any modifications will be posted at [www.auctionrnp.com](http://www.auctionrnp.com).

## 2. DESCRIPTION AND CONDITION OF PROPERTY

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division, and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. **INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER.** The property will be conveyed "AS IS" and "WHERE IS," including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.

- b. Subject to any and all existing rights, conditions, restrictions and easements, recorded or unrecorded, for public roads, highways, streets, railroads, electrical lines, pipelines, drainage, and public utilities.

## 3. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

## 4. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for ninety (90) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the ninety (90) days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

After bidding is deemed to be closed, the high bid will be considered to be a continuing offer for sixty (60) days after that date.

## 5. NOTICE OF ACCEPTANCE OR REJECTION

The Government reserves the right to reject any and all bids. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer.

# General Terms of Sale, continued

## 6. CONTRACT

The "Invitation for Bid(s)" and the Bid for Purchase of Government Property, when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

## 7. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Purchaser shall on a mutually agreeable date not later than sixty (60) days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

## 8. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability to Purchaser.

## 9. DELAYED CLOSING

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government. The Government reserves the right to refuse a request for extension of closing.

## 10. TITLE AND TITLE EVIDENCE

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

## 11. ADJUSTMENTS, DOCUMENTARY STAMPS, AND COST OF RECORDING

Any taxes, assessments, rents, or utilities shall be prorated as of

the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his/her own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

The Purchaser shall provide a conformed copy of the recorded Quitclaim Deed to GSA at the following address:

GSA Property Disposal Division (4PR)  
401 West Peachtree Street, NW, Suite 820  
Atlanta, Georgia 30308  
Attn: Elizabeth Dawson, Project Manager

## 12. POSSESSION

Possession of the property will be assumed by the Purchaser at the time of closing.

## 13. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

## 14. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## 15. WITHDRAWAL BY THE GOVERNMENT PRIOR TO CLOSING

The Government may withdraw the property for sale, even after acceptance of the high bid, at any time prior to conveying title. If the auction has closed, notice by the Government of the withdrawal shall be deemed to have been sufficiently given when faxed or mailed to the high bidder or his or her duly authorized representative at the fax/phone number or address indicated in the bid documents. If the Government withdraws the property for sale, the Government will promptly refund bid deposit(s) without interest, whereupon the Government will be relieved of any further liability under this contract.

## 16. ANTI-TRUST LAWS

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return all monies paid by the Purchaser, without interest.



# Special Terms and Conditions

## **COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (CERCLA)**

For the Property, the Grantor provides the following notice, description, and covenant:

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in

which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

## **NOTICE OF THE PRESENCE OF ASBESTOS - WARNING!**

Asbestos-containing materials (ACM) are present, including thermal system insulation (TSI), vinyl asbestos floor tile, water pipe insulation, vibration dampeners, and asbestos-cement panels. All materials are in good condition, and are being managed according to an Operations and Maintenance Plan.

The Purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

Purchaser is invited, urged, and cautioned to inspect the property to be sold prior to submitting an offer. More particularly, Purchaser is invited, urged, and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist Purchaser in obtaining any authorization(s), which may be required in order to carry out any such inspection(s). Purchaser shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Purchaser to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

The description of the property set forth in the Invitation to Bids (Offer To Purchase) and any other information provided therein with respect to said property is based on the best information available to GSA, Property Disposal Division, and is believed to



## Special Terms and Conditions, continued

### (ASBESTOS NOTICE CONTINUED)

be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for non-performance of the contract of sale, or any claims by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Purchaser further agrees that in its use and occupancy of the property it will comply with all Federal, state and local laws relating to asbestos.

### NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

Every Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

## Legal Description for Federal Records Center

### LEGAL DESCRIPTION

ALL that tract or parcel of land lying and being in Land Lot 155 of the 14th Land District, City of East Point, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found at the point formed by the intersection of the eastern Right-of-Way of Lawrence Avenue and the northern Right-of-Way of St. Joseph Street, a 40'R/W;

THENCE departing the Rights-of-Way and running N 00° 45' 00" W for 706.63' to a concrete monument;

THENCE running S 89° 10' 44" W for 49.62' to an iron pin;

THENCE running N 00° 49' 00" W for 626.80' to a point on the original north line of the parcel, 0.26' south of an iron pin;

THENCE running along the original north line of the parcel, N 88° 34' 39" E for 242.75' to a point;

THENCE running along the curvature to the right an arc distance 155.37' to a point, said arc having of 256.00' and subtending a cord bearing S 55° 49' 21" E for 153.00';

THENCE running along the curvature to the right an arc distance of 226.64 to a point, said arc having a radius of 364.00' and a cord bearing S 22° 09' 27" E for 223.00';

THENCE running S 06° 15' 30" E for 196.42' to a point;

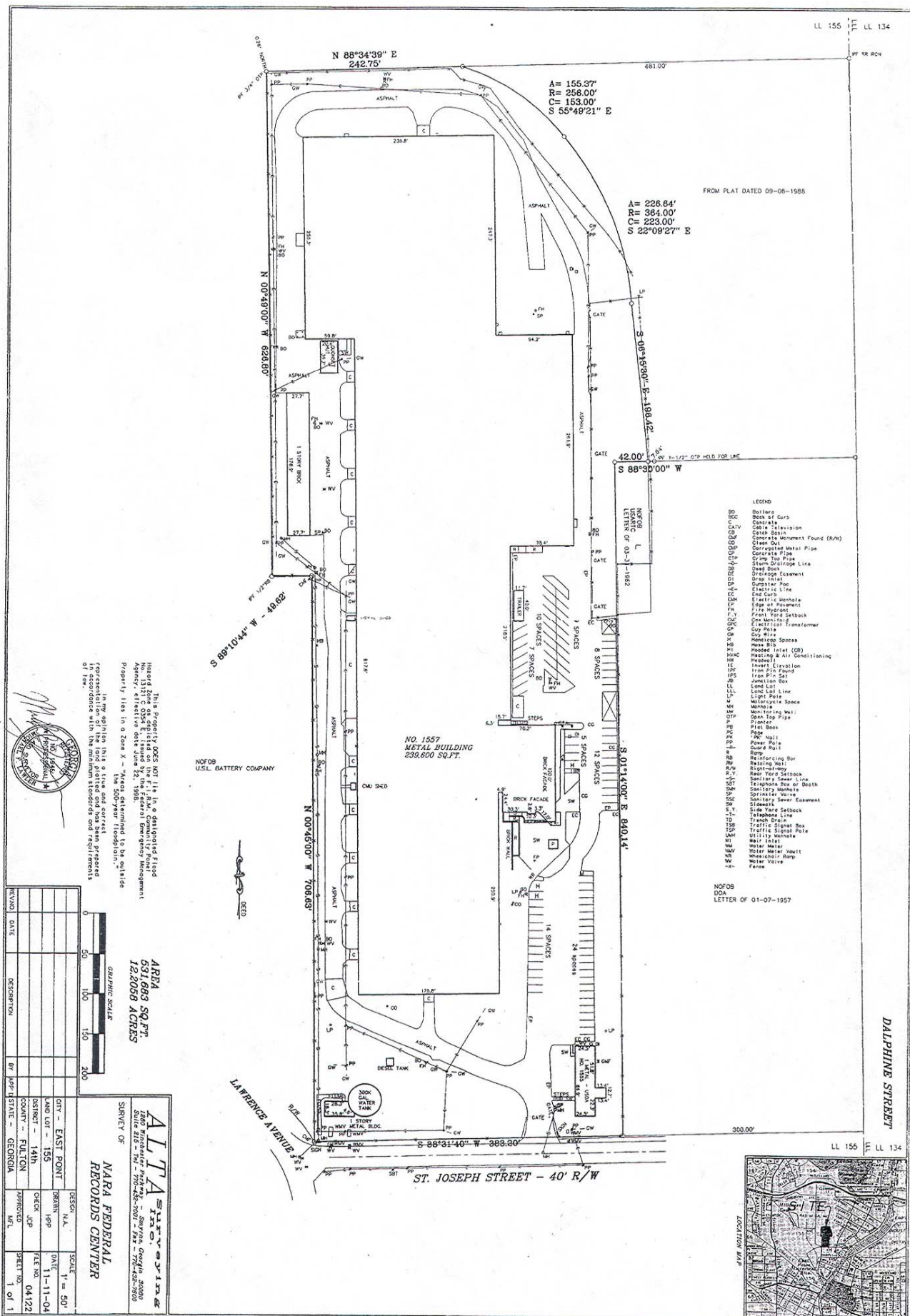
THENCE running S 88° 30' 00" W for 42.00' to a point;

THENCE running S 01° 14' 00" E for 840.14 feet to a point on the northern Right-of-Way of St. Joseph Street;

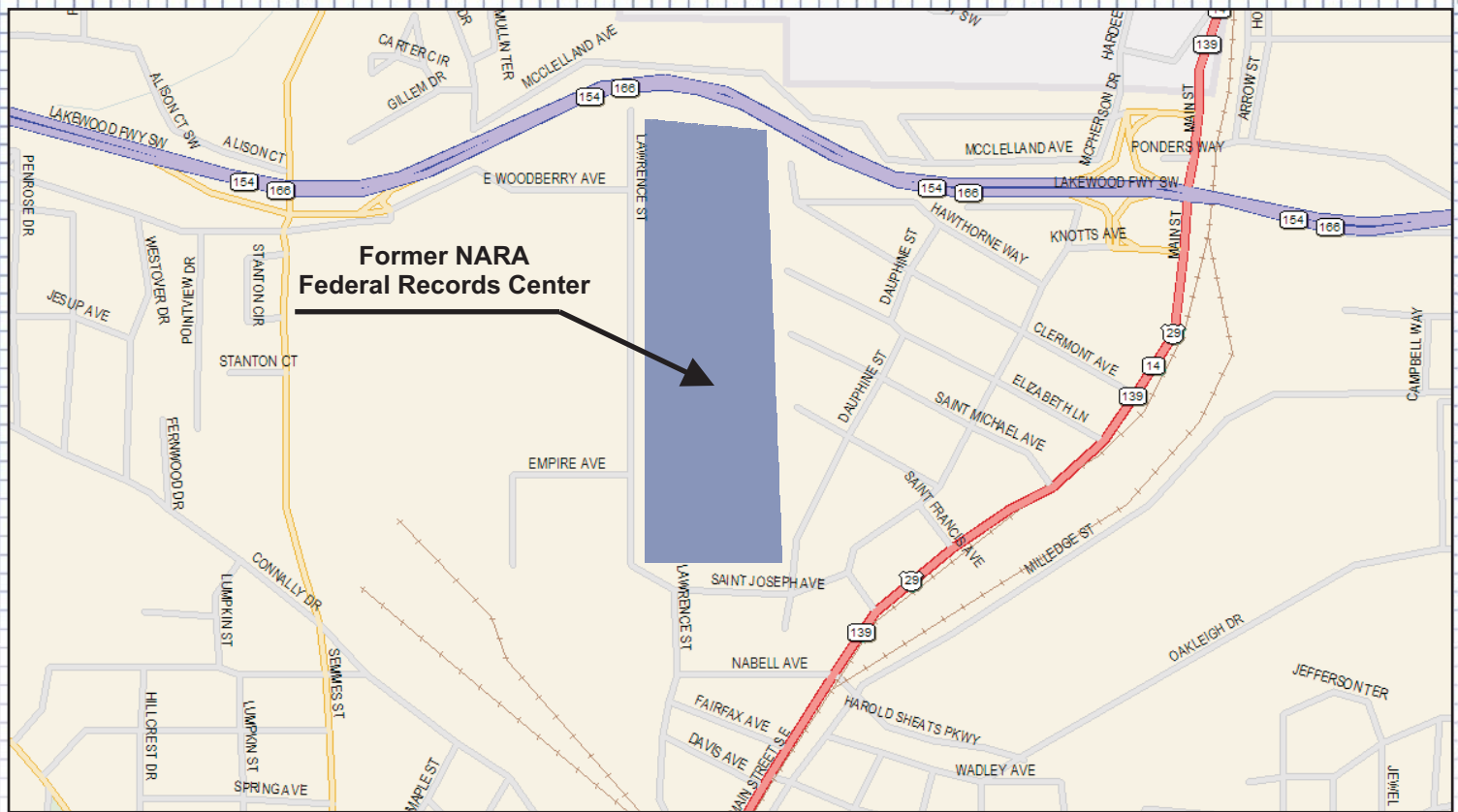
THENCE running along the northern Right-of-Way of St. Joseph Street, S 88° 31' 40" W for 383.20' to a concrete monument and the POINT OF BEGINNING.

SAID tract containing 531,683 square feet or 12.2058 acres.

# Plat Map for Federal Records Center



## Map and Additional Pictures



## LAB BUILDING



**SHOP BUILDING ON LEFT  
WAREHOUSE ON RIGHT**



***Certificate of Corporate Bidder***  
***Former NARA Federal Records Center***  
***4-G-GA-0640-2***

For use with Bidder Registration for Purchase of Government Property

☐ **Former NARA Federal Records Center**

Date: \_\_\_\_\_

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other title)

of the Corporation named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representation)

who signed this Bid For Purchase of Government Property on behalf of the bidder was then  
\_\_\_\_\_ of said Corporation that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation by authority of its governing body and is within  
the scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

(Corporate Seal Here)

***Bidder Registration for Purchase of Government Property***  
***Former NARA Federal Records Center***  
***4-G-GA-0640-2***

Date: \_\_\_\_\_

Send this form to:

U. S. General Services Administration  
Property Disposal Division (4PR)  
401 West Peachtree Street, Suite 820  
Atlanta, GA 30308  
Attn: Elizabeth Dawson

This Registration Form is made subject to the provisions of the Invitation for Bids attached, including its Property Description, General Terms of Sale and Online Instructions to Bidders, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

**Bid Deposit: \$150,000**

Indicate below the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

Name: \_\_\_\_\_

**Bidder represents that he/she operates as (check which applies):**

- ☐ An individual
- ☐ An individual doing business as \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability corporation, incorporated in the State of \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_

Auction RP User ID: \_\_\_\_\_

Please complete the following:

Name: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_ ( \_\_\_\_ ) \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

***Registration Deposit By Check***  
***Former NARA Federal Records Center***  
***4-G-GA-0640-2***

Date: \_\_\_\_\_

Send this form to:  
U. S. General Services Administration  
Property Disposal Division (4PR)  
401 West Peachtree Street, N. W. Suite 820  
Atlanta, GA 30308  
Attn: Elizabeth Dawson

REGISTRATION DEPOSIT:  
☐ Former NARA Federal Records Center      \$150,000

Name: \_\_\_\_\_

TIN or SS#: \_\_\_\_\_

Auction RP User ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/ State/ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Address to which refund check will be issued (if unsuccessful bidder) if different from above:

Name: \_\_\_\_\_

TIN or SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the **IFB, Instructions to Bidders, Paragraph 5, Bid Deposit and Bidder Registration** including any amendments for the property identified above. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be refunded in accordance with the Invitation for Bids.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



***Registration Deposit By Credit Card  
Former NARA Federal Records Center  
4-G-GA-0640-2***

Date: \_\_\_\_\_

Send this form to:  
U. S. General Services Administration  
Property Disposal Division (4PR)  
401 West Peachtree Street, N. W. Suite 820  
Atlanta, GA 30308  
Attn: Elizabeth Dawson

THIS FORM MAY BE SUBMITTED BY FAX:  
(404) 331-2727

REGISTRATION DEPOSIT:

<input type="checkbox"/> Former NARA Federal Records Center	\$150,000
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By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid (IFB) Package and any Addendum. The applicant must be the authorized card holder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the **IFB, Paragraph 5, Bid Deposit and Bidder Registration**. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

**PLEASE PRINT OR TYPE LEGIBLY**

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check type of credit card to be charged:



 DISCOVER

 AMERICAN EXPRESS

Name as it appears on card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Phone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

U.S. General Services Administration  
PBS, Property Disposal Division (4PR)  
401 West Peachtree Street, Suite 820  
Atlanta, Georgia 30308-2550

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Official Business  
Penalty for Private Use, \$300

## **PUBLIC AUCTION**

**Online Auction  
Opening December 18, 2006**

**Former National Archives and  
Records Administration (NARA)  
Federal Records Center  
4-G-GA-0640-2  
East Point, Georgia**

*For additional information, please call Elizabeth Dawson at (404) 331-9611  
or email at [Elizabeth.Dawson@gsa.gov](mailto:Elizabeth.Dawson@gsa.gov), or Joseph Crenshaw at (404) 331-0614  
or email [Joseph.Crenshaw@gsa.gov](mailto:Joseph.Crenshaw@gsa.gov)*

*Persons with disabilities may request materials in alternative formats.*

*For information and pictures, please visit the Property Disposal  
website on the Internet at <http://propertydisposal.gsa.gov/property>*